

SECRET

DE-092-65

Contract No. UT-846
Amendment No. 3
Final Settlement Agreement

2 November 1965

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Gentlemen:

1. The contractor has satisfactorily completed all work required under Contract No. UT-846. The Government has conducted a final audit of the costs and fee claimed by the contractor, and the contractor has submitted a final completion invoice in the total amount of [redacted]

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2. Pursuant to the foregoing the parties hereto agree that the final cost of Contract UT-846 is established at [redacted] and the final fee is established at [redacted] for a total CPFF price of [redacted]. The funds allotted for the performance of this contract are hereby reduced from [redacted]

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3. Please indicate your receipt and acceptance of this Amendment No. 3 in final settlement of Contract No. UT-846 by executing the original and three copies hereof. Return the fully executed original and two copies to the undersigned and retain the remaining copy for your files.

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THE UNITED STATES OF AMERICA

BY [redacted]



Contracting Officer

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ACKNOWLEDGED AND ACCEPTED [redacted]

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DATE 11-24-65

DOCUMENT NO. _____
NO CHANGE IN CLASS. A
 DECLASSIFIED
CLASS. CHANGED TO: TS S C 2011
NEXT REVIEW DATE: _____
AUTH: HR TO-2
DATE: 10/10/61 REVIEWER: 064540

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SELLER'S RELEASE

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UT-846

Contract No. Rec'n. 20820

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Pursuant to the terms of Contract No. UT-846 and in consideration of

25X1A the sum of -----

Dollars which has been or is to be paid under the said contract

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(hereinafter called the Seller) or its assignees, if any, the Seller, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Buyer) does remise, release, and discharge the Buyer, its officers, agents and employees, of and from all liabilities, obligations, claims and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Seller, as follows:

None.

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Seller to third parties arising out of the performance of the said contract, which are not known to the Seller on the date of the execution of this release and of which the Seller gives notice in writing to the Buyer within six years from the date of this Release or the date of any notice to the Seller that the Buyer is prepared to make final payment, whichever is earlier.
3. Claims for reimbursement of costs, including reasonable expenses incidental thereto, incurred by the Seller under the provisions of the said contract relating to patents.

The Seller agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Buyer and relating to the defense or prosecution of litigation.

IN WITNESS WHEREOF, this release has been executed this 24th day of

November 19 65.

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(Seller)

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BY
TITLE Manager-Finance

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SELLER'S ASSIGNMENT OF REFUNDS, REBATES,
CREDITS, AND OTHER AMOUNTS

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UT-446
Contract No. [redacted] Reg'n 20820

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Pursuant to the terms of Contract No. UT-446 and in consideration of the reimbursement of costs and payment of fee, as provided in the said contract and any assignment thereunder, the [redacted]
 (hereinafter called the Seller) does hereby:

1. Assign, transfer, set over and release to the UNITED STATES OF AMERICA (hereinafter called the Buyer), all right, title and interest to all refunds, rebates, credits, and other amounts (including any interest thereon) arising out of the performance of the said contract, together with all the rights of action accrued or which may hereafter accrue thereunder.
2. Agree to take whatever action may be necessary to effect prompt collection of all refunds, rebates, credits, and other amounts (including any interest thereon) due or which may become due, and to promptly forward to the CONTINUING OFFICER checks (made payable to the TREASURER OF THE U.S.) for any proceeds so collected. The reasonable costs of any such action to effect collection shall constitute allowable costs when approved as provided for in the said contract and may be applied to reduce any amounts otherwise payable to the Buyer under the terms hereof.
3. Agree to cooperate fully with the Buyer as to any claim or suit in connection with refunds, rebates, credits, or other amounts due (including any interest thereon); to execute any protest, pleading, application, power of attorney, or other papers in connection therewith; and to permit the Buyer to represent it at any hearing, trial, or other proceeding, arising out of such claim or suit.

IN WITNESS WHEREOF, this assignment has been executed this
24th day of November 19 65.

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[redacted]
(Seller)

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BY [redacted]
TITLE Manager-Finance

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REPLY TO:
Auditor General Representative (APL)
[Redacted]

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21 October 1965

SUBJECT: Report of Final Audit
[Redacted]

Contract No. UT-646

TO : Contracting Officer

REF : 20 Sept 65 DE-088-65 Request

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25X1A 1. This is a final audit report of subject CPFF contract per referenced request. The total contract value through Amendment No. 2 is [Redacted] including fixed fee of [Redacted]. Performance of work under the contract commenced on 10 August 1964 and was completed on 27 June 1965. The final invoice of [Redacted] and completion documents will soon be forwarded to your office.

25X1A 2. Results of Audit

	<u>Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Invoices for period 8/10/64 thru 12/31/64			
Invoices for period 1/1/65 thru 6/27/65			

Total claimed to date
Final Invoice

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Total Amount claimed and approved

Per referenced request, a provisional understanding was reached re final rates for the purpose of closing this contract. The tentative rates follow:

S-1000
S-1000

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Contributing Engineering
Engineering Overhead
Engineering Factory Overhead
Material Handling
IR & D
General and Administration

1964 1965

	<u>1964</u>	<u>1965</u>

The 1964 rates are those recommended for use by the cognizant Defense Contract Audit Agency Office. The 1965 rates are those currently used for provisional billing purposes.

3. Allowable costs were determined in accordance with Part 2, Section XV of ASFR and other contractual provisions.

4. There was no residual inventory of Government-owned property as the result of performance of work under the contract.

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[Redacted] Auditor General Representative (APL)